

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - x

UNITED STATES OF AMERICA :

-v.- :

06 Cr. 1138 (CM)

JAMES G. MARQUEZ :

:

Defendant.

:

- - - - - x

EXHIBITS TO GOVERNMENT'S MEMORANDUM
IN CONNECTION WITH SENTENCING

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for the United States
of America.

Margery B. Feinzig
Assistant United States Attorney
- Of Counsel -

EXHIBIT A

COPY

CITIBANK, N.A.

As per your request, we have opened the following account for you on 1/23/96 at our **WHITE PLAINS** branch:

Your account is titled:

CONCORDE ASSETS MANAGEMENT

Your Tax Identification Number Is:

~~08-654-1442~~

13-3666011

Your account mailing address is:

**CONCORDE ASSETS MANAGEMENT
31 BUCKOUT ROAD
WEST HARRISON, NY 10604**

Account Type	Account Number	Deposit Opening Balance	Annual Percentage Yield	Interest Rate
BUSINESS CHECKING	96396563	\$0.00	N/A*	N/A*

* N/A = Not Applicable

Thank you for banking at Citibank

We want to help you manage all your money any time, anywhere, any way you choose. For information about banking, borrowing and investing at Citibank, visit your nearest branch

or

call 1-800-321-2484

8 AM - 9 PM, Monday - Friday; 9 AM - 5 PM, Weekends

**For the Hearing and Speech impaired only
call our Text Telephone: 1-800-992-9833**

**For assistance with your account or information on Citibank services,
call Citiphone Banking**

**24 hours a day, 7 days a week
Call 627-3999 in the Tri-State area
609 and 908 call (201) 627-3999**

**For the Hearing and Speech impaired only
call our Text Telephone: 1-800-945-0258**

- **Additional information is contained in our Citibank Manual for Business & Professional Customers.**

Banking Agreement**BUSINESS & PROFESSIONAL****CORPORATION — GENERAL RESOLUTION**

Exact Name Of Corporation:

Concorde Assets
Mgmt.

Principal Place Of Business:

Number & Street

31 Buckout Rd.

City

West Harrison

State, Zip Code

NY10604.**Resolved:**

1. That Citibank, N.A. (The "Bank"), is hereby designated a provider of banking services to this Corporation;
2. That the following officer(s) DANIEL MARINO; SAMUEL ISRAEL III; JAMES G. MARQUEL
(designate by office or by name. If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)
are hereby authorized:
 - a) To open deposit accounts at the Bank;
 - b) To contract for any services offered by the Bank, including (without limitation) electronic account access and management services;
 - c) To submit for deposit and/or collection for the account of this Corporation all checks, drafts, notes or other instruments for the payment of money; and the Bank is authorized to accept such instruments, whether or not endorsed by this Corporation, it being understood that each such instrument shall be deemed to be unqualifiedly endorsed by this Corporation;
 - d) To make deposits of currency for the account of this Corporation;
 - e) To sign checks, drafts or other orders with respect to any funds to the credit of this Corporation; including checks, drafts or orders in favor of any officer designated above, and to issue stop payment instructions with reference to any of the above; and
 - f) To make withdrawals of funds from accounts in the name of this Corporation, and to transfer funds between such accounts, by any means authorized by the Bank, including (without limitation) a debit card, a credit card, a terminal or other electronic or telephone device;
3. That the following officer(s) DANIEL MARINO; SAMUEL ISRAEL III; JAMES G. MARQUEL
(designate by office or by name. If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)
are hereby authorized:
 - a) To apply for credit, to borrow money with or without security and to access overdraft lines of credit;
 - b) To sell or discount instruments, chattel paper and other contracts for the payment of money;
 - c) To assign, transfer, pledge or otherwise hypothecate or grant a security interest in any property of this Corporation;
 - d) To execute on behalf of this Corporation in favor of the Bank indemnities, endorsements, assignments, receipts and other documents; and
 - e) To conduct any and all other lawful business with the Bank.
4. That the officer(s) designated in Paragraph 2 of this Resolution are individually empowered to delegate to other persons the authority to perform transactions with respect to the accounts of this Corporation, such authority being more particularly described in the Bank's form of Delegation of Operation Authority, and to change and revoke such delegations from time to time; that the Bank is entitled to rely upon such delegations of authority and to accept instructions from such other persons as being fully authorized by this Corporation.
5. That the Bank is authorized to pay any check, draft or other instrument for the payment of money drawn on any account of this Corporation which bears or appears to bear the facsimile signature of DANIEL MARINO; SAMUEL ISRAEL III; JAMES G. MARQUEL
(designate by office, for example: President, Treasurer, etc., or by name.)
if the facsimile signature, regardless of how or by whom affixed, resembles the specimen facsimile signature filed with the Bank.
6. That this Corporation hereby ratifies and confirms any and all transactions with the Bank made prior to the date of this Resolution.
7. That the Bank (and any interested third party) may rely upon the authority conferred by this Resolution until such time that this Resolution shall have been revoked or modified by a subsequent resolution of the Board of Directors of this Corporation and until a certified copy of such subsequent resolution has been received by the Bank, at the office of the Bank where the accounts of the Corporation are maintained, and the Bank has had a reasonable opportunity to act thereon.
8. If applicable, that this Corporation has filed a certificate of Assumed Name with the Secretary of State of New York in accordance with Section 130 of the General Business Law and has received permission to use an assumed name or trade style which is: _____

I, the undersigned, Secretary of the above-named Corporation, which is duly organized and existing under the laws of Delaware
(name of state where incorporated)
and having its principal place of business at the above-named address, hereby CERTIFY that the above is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the By-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on 7.23, 19 96 and not subsequently rescinded or modified.

I FURTHER CERTIFY that the following now occupy(ies) the respective office(s) designated in the above-quoted resolution and that the same is (are) duly qualified as such officer(s) and that the specimen(s) of the facsimile signature(s) on the reverse side is(are) that(those) referred to in the above-quoted resolution.

CORPORATION — GENERAL RESOLUTION

Name	Title of Offices Held	Specimen Facsimile Signature (if applicable)
<u>SAMUEL ISRAEL III</u>	<u>PRESIDENT</u>	<u>Samuel Israel III</u>
<u>JAMES G. MARQUEZ</u>	<u>Vice President</u>	<u>James G. Marquez</u>
<u>DANIEL MARINO</u>	<u>Secretary</u>	<u>Daniel Marino</u>

IN WITNESS WHEREOF, I have this day hereunto subscribed my name and affixed the seal of the said Corporation.

(Corporate Seal)

Daniel Marino
(Secretary)

1/23/06
Date

ATTEST: Daniel Marino

96396563

CONCORDE ASSETS MANAGEMENT

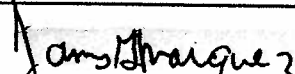
BUSINESS CHECKING Branch 180
 Account TIN: 08-654-1442 Signers 3
**** ONE-STEP CARD **** Required 1
**** DO NOT DISCARD **** Open 1/23/96

1  High-Level Signer

DANIEL E. MARINO
 6218 8067646230
 DOB: 9/7/59 SSN: 086-54-1442

2  High-Level Signer

SAMUEL ISRAEL M
 6218 8067646248
 DOB: 6/1/59 SSN: 084-54-1442

3  High-Level Signer

JAMES G. MARQUEZ
 6218 8067646255
 DOB: 7/24/48 SSN: 084-54-1442

7/20/59 438.68.0727

7/23/48 439.66.6532

I hereby certify to CITIBANK, N.A., that the 3 signatures appearing on this card are authentic.

7/23/96

Date

Secretary or General Partner

CONCORDE ASSETS MANAGEMENT
 31 BUCKOUT ROAD
 WEST HARRISON, NY 10604

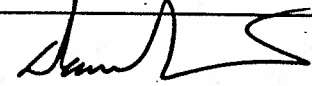
Tel: (914)993-3326
 Fax: (914)993-3328

CITIBANK, N.A.

96396563

CONCORDE ASSETS MANAGEMENT

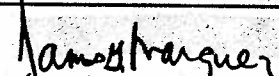
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7/23/96

Date

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CONCORDE ASSETS MANAGEMENT
 31 BUCKOUT ROAD
 WEST HARRISON, NY 10604

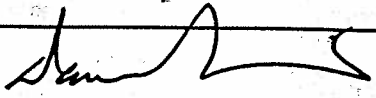
Tel: (914)993-3326
 Fax: (914)993-3328

CITIBANK, N.A.

96396563

CONCORDE ASSETS MANAGEMENT

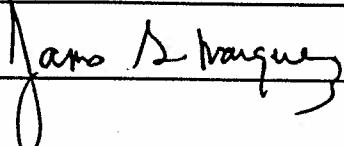
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7/20/59 438.68.0727

7/23/48 439.66.6532

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9/25/96

Date


Secretary or General Partner

CONCORDE ASSETS MANAGEMENT
31 BUCKOUT ROAD
WEST HARRISON, NY 10604

Tel: (914)993-3326
Fax: (914)993-3328

CITIBANK, N.A.

COPY

Banking Agreement**BUSINESS & PROFESSIONAL****LIMITED LIABILITY COMPANY — GENERAL RESOLUTION**

Exact Name Of Company:

BAYOU FUNO LLC

Principal Place Of Business:

Number & Street 51 BUCKOUT ROAD

City

WEST HARRISON

State, Zip Code


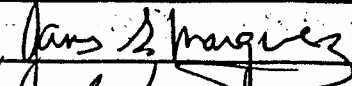
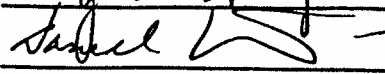
NY 10605**Resolved:**

1. That Citibank, N.A., (The "Bank"), is hereby designated a provider of banking services to this Company;
2. That DANIEL MARINO ; DANIEL ISRAEL III ; JAMES G. MARQUEY
(If member(s) or managers, designate member(s) or manager(s) only. If person(s) insert names. If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)
are hereby authorized:
 - a) To open deposit accounts at the Bank;
 - b) To contract for any services offered by the Bank, including, without limitation, electronic account access and management services;
 - c) To submit for deposit and/or collection for the account of this Company all checks, drafts, notes or other instruments for the payment of money; and the Bank is authorized to accept such instruments, whether or not endorsed by this Company, it being understood that each such instrument shall be deemed to be unqualifiedly endorsed by this Company;
 - d) To make deposits of currency for the account of this Company;
 - e) To sign checks, drafts or other orders with respect to any funds to the credit of this Company; including checks, drafts or orders in favor of any member, manager or person designated above, and to issue stop payment instructions with reference to any of the above; and
 - f) To make withdrawals of funds from accounts in the name of this Company, and to transfer funds between such accounts, by any means authorized by the Bank, including (without limitation) a debit card, a credit card, a terminal or other electronic or telephone device;
3. That DANIEL MARINO ; DANIEL ISRAEL III ; JAMES G. MARQUEY
(If member(s) or manager(s), designate member(s) or manager(s) only. If person(s) insert names. If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)
are hereby authorized:
 - a) To apply for credit, to borrow money with or without security and to access overdraft lines of credit;
 - b) To sell or discount instruments, chattel paper and other contracts for the payment of money;
 - c) To assign, transfer, pledge or otherwise hypothecate or grant a security interest in any property of this Company;
 - d) To execute on behalf of this Company in favor of the Bank indemnities, endorsements, assignments, receipts and other documents;
 - e) To conduct any and all other lawful business with the Bank.
4. That the member(s), manager(s) or person(s) designated in Paragraph 2 of this Resolution are individually empowered to delegate to other persons the authority to perform transactions with respect to the accounts of this Company, such authority being more particularly described in the Bank's form of Delegation of Operating Authority, and to change and revoke such delegations from time to time; that the Bank is entitled to rely upon such delegations of authority and to accept instructions from such other persons as being fully authorized by this Company.
5. That the Bank is authorized to pay any check, draft or other instrument for the payment of money drawn on any account of this Company which bears or appears to bear the facsimile signature of DANIEL MARINO ; DANIEL ISRAEL III ; JAMES G. MARQUEY
(designate whether member(s) or manager(s), or by name.)
if the facsimile signature, regardless of how or by whom affixed, resembles the specimen facsimile signature filed with the Bank.
6. That this Company hereby ratifies and confirms any and all transactions with the Bank made prior to the date of this Resolution.
7. That the Bank (and any interested third party) may rely upon the authority conferred by this Resolution until such time that this Resolution shall have been revoked or modified by a subsequent resolution of the Company and until a certified copy of such subsequent resolution has been received by the Bank, at the office of the Bank where the accounts of the Company are maintained, and the Bank has had a reasonable opportunity to act thereon.

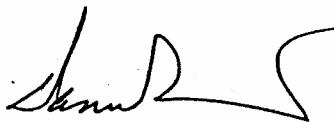
I, the undersigned member/manager of the above-named Company, which is duly organized and existing under the laws of NY
and having its principal place of business at the above-named address, hereby CERTIFY that the above is a true copy of a certain resolution duly adopted by the member(s)/manager(s) of the said Company in accordance with the Articles of Organization and Operating Agreement at, and recorded in the minutes of, a meeting of the said member(s)/manager(s) duly held on 2/15, 19 26 and not subsequently rescinded or modified.

I FURTHER CERTIFY that the following now occupy(ies) the respective office(s) designated in the above-quoted resolution and that the same is (are) duly qualified as such member(s) or manager(s) and that the specimen(s) of the facsimile signature(s) on the reverse side is (are) that (those) referred to in the above-quoted resolution.

LIMITED LIABILITY COMPANY — GENERAL RESOLUTION

Name	Member and/or Manager	Specimen Facsimile Signature (if applicable)
SAMUEL ISRAEL III	Member	
JAMES G. MARQUEZ	Member	
DANIEL MARINO	Member	

IN WITNESS WHEREOF, I have this day hereunto subscribed my name.



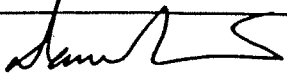
(Member/Manager)

2/20/16

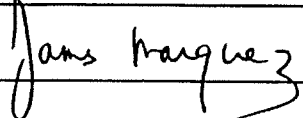
Date

96396643

BAYOU PARTNERS

BUSINESS CHECKING Branch 180
Account TIN: 08-654-1442 Signers 3** ONE-STEP CARD ** Required 1
** DO NOT DISCARD ** Open 1/23/961 
High-Level SignerDANIEL E MARINO
6218 8067646313
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High-Level SignerSAMUEL ISRAEL III
6218 8067646321
DOB: 6/1/59 SSN: 086-54-1442

7/20/59 438.68.0727

3 
High-Level SignerJAMES MARQUEZ
6218 8067646339
DOB: 7/23/48 SSN: 086-54-1442

7/23/48 439.66.6532

I hereby certify to CITIBANK, N.A., that the 3 signatures appearing on this card are authentic.

Date

Secretary or General Partner

BAYOU PARTNERS
31 BUCKOUT ROAD
WEST HARRISON, NY 10604Tel: (914)993-3326
Fax: (914)993-3328

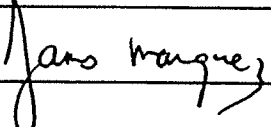
CITIBANK, N.A.

96396643

BAYOU PARTNERS

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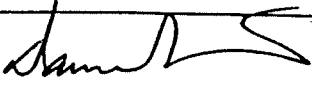
Secretary or General Partner

BAYOU PARTNERS
31 BUCKOUT ROAD
WEST HARRISON, NY 10604Tel: (914)993-3326
Fax: (914)993-3328

CITIBANK, N.A.

96396643
BAYOU PARTNERS

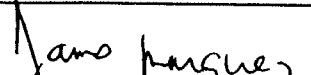
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Date

Secretary or General Partner

BAYOU PARTNERS
31 BUCKOUT ROAD
WEST HARRISON, NY 10604

Tel: (914)993-3326
Fax: (914)993-3328

CITIBANK, N.A.

SENT BY: Xerox Telecopier 7021 :10-21-70 :11:32PM :

BEES OPERATIONS-

914 428 1123:# 1

COPY

CITIBANK, N.A.
FACSIMILE/TELEPHONE FUNDS TRANSFER AGREEMENT
PARTNERSHIP (also for LLC)

Business Name: BAYOU FUND LLC

The Banking Agreement dated MARCH 18 1996, which BAYOU FUND LLC (Business Name) ("the Partnership,") provided Citibank, N.A. (hereinafter "Citibank" or the "Bank") is hereby amended by adding paragraphs 4a and 4b to read as follows:

"4a That DANIEL MACHIN and _____ signing (singly or jointly) (is) (are) hereby authorized to act on behalf of the Partnership to provide facsimile or telephone instructions to any representative of the Bank whereby an account of the Partnership is charged to transfer funds from that account to any other account of the Partnership or to electronically wire-transfer funds or cable-transfer funds of the Partnership. (Such instructions are hereinafter referred to as "transfer instructions".) This authorization applies to any account designated by the Partnership in the transfer instructions.

That Citibank has offered the Partnership a security procedure for verification that such transfer instructions have been issued by the Partnership. Pursuant to that security procedure, Citibank shall confirm all transfer instructions for the transfer of funds in an amount of \$25,000 or over by telephone call to an authorized representative of the Partnership. That the individuals designated on the attached Special Customer Instructions Agreement are authorized on behalf of the Partnership to confirm that such transfer instructions have been issued by the Partnership.

"4b The Partnership hereby requests and authorizes the Bank to act upon each transfer instruction sent in its name to the Bank and to debit or credit, as the case may be, the relevant bank accounts of the Partnership. The Bank agrees to act in compliance with the procedures stated in 4a and to execute the transfer instructions to the extent it is possible for the Bank to do so; notwithstanding the foregoing, the Bank shall have the right, in its sole discretion, to refuse to accept any such transfer instruction. The

SENT BY:Xerox Telecopier 7021 :10-?1-70 :11:32PM ;

BEES OPERATIONS-

914 428 1123:# 2

Partnership agrees to be bound by any such transfer instruction, whether or not authorized, issued in its name and accepted by the Bank in compliance with the Procedures set forth in 4a above. The Partnership further agrees that any such transfer instruction is expressly subject to and governed by the terms and conditions set forth in the Special Customer Instructions Agreement executed by the Partnership and attached hereto.

In consideration of the agreement by the Bank to act upon such transfer instructions, the Partnership agrees to the following:

To indemnify and hold the Bank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, in connection with or arising out of the Bank acting upon said transfer instructions pursuant to this Agreement. The Bank shall not be liable for any loss incurred by the Partnership as a result of the Bank's refusal to accept any such transfer instructions or its failure to execute such transfer instructions due to any of the reasons set forth in the Special Customer Instructions Agreement.

The Partnership understands and agrees that the Bank may terminate this Agreement at any time or amend the terms and conditions of the services offered herein upon giving notice to the Partnership.

Except as specifically amended above, all of the provisions of said Banking Agreement, including any prior amendments duly adopted thereto, are hereby ratified, adopted and confirmed.

The representations and agreements set forth herein are hereby declared to be binding upon the Firm, and also upon ourselves, individually and as general partners of the Firm, and upon our respective heirs, legal representatives and assigns.

We, the undersigned, constituting all the General Partners, represent and warrant the above. Witness our signatures this 19 day of March, 1996.

SENT BY: Xerox Telecopier 7021 ; 10-21-70 ; 11:33PM ;

BEES OPERATIONS-

914 428 1123;# 3

List individuals authorized to give transfer instructions (from paragraph 4a) below.

NAME

DANIEL MOEN

SAMUEL ISAAC III

JAMES G. MAYOR

SIGNATURE

[Signature]

Sam Isaac III

James S Mayor

Sam Isaac III

General Partner
SAMUEL ISAAC III

General Partner

8/20/16

Date

COPY

TRADING AUTHORIZATION - LIMITED

To Purchases and Sales of Securities and Commodities

SPEAR, LEEDS & KELLOGG

Gentlemen:

The undersigned hereby authorizes Samuel J. Tracy (whose signature appears below) as the undersigned's agent and attorney-in-fact (herein referred to as "agent") to buy, sell (including short sales), and trade in stocks, bonds, options, (including the sale of uncovered options) and any other securities and/or commodities and/or contracts relating to the same, on margin or otherwise, in accordance with your terms and conditions, for the undersigned's account and risk and in the undersigned's name or number on your books. The undersigned hereby agrees to indemnify and hold you, or any entity clearing transactions through you harmless from and to pay you promptly on demand any and all losses arising therefrom or debit balance thereon.

In all such purchases, sales or trades you, or any entity clearing transactions through you, are authorized to follow the instructions of the agent in every respect concerning the undersigned's account with you, and the agent is authorized to set for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all such transactions with you, or any entity clearing transactions through you heretofore or hereafter made by the agent for or with respect to the undersigned's account.

This authorization and indemnity is in addition to and in no way limits or restricts any rights which you, or any entity clearing through you may have under any other agreement with the undersigned.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your main office, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to your receipt of such revocation. In case of the death of the undersigned, this authorization shall continue and you shall not be responsible for any action taken on the basis of this authorization until you have received written notice of death addressed to you and delivered to your main office. This authorization and indemnity shall be assignable by Spear, Leeds & Kellogg and/or the introducing broker as the case may be and shall inure to the benefit of any successor or assign of Spear, Leeds & Kellogg and/or the introducing broker.

If this authorization makes any officer or employee of your firm, or any entity clearing transactions through you my agent and attorney-in-fact, you as the case may be, are authorized to place all orders on behalf of this account through your firm or any entity clearing transactions through you and to charge the prevailing commission rate for such transactions. The undersigned understands that other brokers may possibly have lower commission rates but neither your firm nor any entity clearing transactions through you is under any obligation to determine if lower rates are available or to execute transactions at the lowest rates available. Similarly, the undersigned understands that in the case of equity securities traded in over-the-counter markets, where you, or any entity clearing transactions through you are a market maker, and in the case of fixed income securities, you or any entity clearing transactions through you may sell to or buy from the undersigned as principal, as is customary, on the same basis as you, or any entity clearing transactions through you deal with other public customers effecting transactions of comparable size.

This agreement and all transactions, whether you, or any entity clearing transactions through you are acting as broker or principal, shall be governed by the laws of the State of New York and subject to the constitution, rules, customs and usage of the exchange or market, including the over-the-counter market, and its clearing house, if any, where the transactions are affected, as well as the rules of the Securities and Exchange Commission.

The undersigned agrees, and by carrying an account for the undersigned you, or any entity clearing transactions through you agree, that all controversies which may arise between us concerning any transaction or the construction, performance or breach of this or any agreement between us, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration, to be held before the New York Stock Exchange, Inc. or the American Stock Exchange, Inc. or the National Association of Securities Dealers, Inc. and in accordance with the rules then obtaining. The undersigned may elect in the first instance whether arbitration shall be by the New York Stock Exchange, Inc. or National Association of Securities Dealers, Inc. but if the undersigned fails to make such elections, by registered letter or telegram addressed to you at your main office, before the expiration of five days after a receipt of a written request from you, then you, or any entity clearing transactions through you, may make such election. Any arbitration shall be before at least three arbitrators and the award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. It is understood that this agreement to arbitrate does not constitute a waiver of the right to a judicial forum where such waiver would be void under the securities laws and specifically does not prohibit the undersigned from pursuing any claim or claims arising under the federal securities laws in any court of competent jurisdiction.

The undersigned has read the foregoing in its entirety before signing.

Dated 8/16/99

Signature of Agent

[Signature]
Agent's Occupation

Name of Employer (if any)

Relationship if any, to the Grantor of the Power

Client's Account Number

% Bayou Management LLC
Agent's Address

40 Signal Rd

Stamford CT 06902

Very truly yours,

[Signature]
Witness: [Signature] *off*

Witness (signature must be witnessed by a Partner or Officer of a correspondent Firm or acknowledged before a Notary Public)